* Gragia Tech Amlotic Assoc.

Licensing Agreement

This License Agreement ("Agreement") is made by and between Groupmatics, LLC, an Ohio limited liability company ("Groupmatics") and _______ a limited liability company ("Licensee") to be effective upon the date Licensee signs this Agreement ("Effective Date").

Groupmatics is the owner of proprietary group event management software that enables consumers to manage and coordinate group outings (the "Software"). Licensee desires to obtain a license to use the Software and Groupmatics is willing to grant such license on the terms and conditions as set forth herein. Therefore, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Groupmatics and Licensee agree as follows:

- 1) License and Fees. In accordance with the terms and conditions set forth herein. Groupmatics hereby grants Licensee a non-exclusive, nontransferable (except as set forth herein), worldwide, revocable and limited license to use the Software for the customers of Licensee Georgia Tech to manage and coordinate ticketed events (e.g.: professional sports and concerts) (the "License"). Currently, the use of the Software is available to Licensee through the World Wide Web and on a web browser, but in the future Groupmatics may (but does not represent that it shall), provide additional channels. consideration for the License granted hereunder, Licensee agrees to pay Groupmatics as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "License Fee").
- 2) Term. This Agreement will commence on the Effective Date and will continue for a period of 12.24 months (the "Initial Term"). Thereafter, the Agreement will automatically renew for successive 12 months (each a "Renewal Term") unless earlier terminated in accordance with this Agreement.
- 3) Termination of Agreement. Licensee may terminate this Agreement for any or no reason, without liability for termination, within the first sixty (60) days upon written notice to Thereafter, either party may Groupmatics. terminate this Agreement, without liability to terminating Party, prior to the end of the Initial Term or any Renewal Term upon sixty (60) days prior written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated earlier by either party in the event the other party commits a material breach of any of the terms, conditions or covenants hereunder and such breach continues and is not corrected within fifteen (15) calendar days ("Cure Period") after written notice from the non-

- breaching party specifying the breach and requesting correction thereof. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching party, at its option, may terminate the Agreement effective immediately without further notice.
- 4) Effect of Termination. Early termination of this Agreement for any reason will not (a) relieve either party of its obligations hereunder, including but not limited to the terms outlined in License Fees (Exhibit A), which accrued prior to the date of termination; (b) release either party from any consequences of its breach; nor (c) constitute a waiver by either party of their respective available rights and remedies.
- <u>Publicity.</u> Licensee agrees that Groupmatics may inform others, in private or public communications, that Licensee is one of the users of the Software. Any formal press releases regarding this specific Agreement must be mutually agreed upon and approved by the parties in writing.
- 6) Governing law. This Agreement and all rights and ebligations of the parties hereunder will be construed, interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any conflict of law principles.
- Miscellaneous. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same document. A facsimile or electronic copy of this Agreement will have the full force and effect of the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of dates set below their signatures.

"Georgia Tech"

Licensee Address:

By:_

Title:

Date:

"Groupmatics" 26202 Detroit Road, Suite 300 Westlake, Ohio 44145

By: Matt Mastrangelo, Founder/CEC

Date: 5 / 24 / 17

Exhibit A

1. LICENSE FEES

Georgia Tech

- A \$2/ticket + 3% credit card fee per order service fee charged to the consumer (be retained by Groupmatics)
- Licensee agrees to sell a minimum of 3,000 paid tickets through Groupmatics during year 1 (July 2017-July 2018). Licensee will owe Groupmatics \$1 for every ticket less than 3,000 sold in year 1
- Licensee agrees to a minimum* \$3,000 software fee due. *If 2,900 paid tickets are sold during year 1, software fee then becomes \$3,100 (full payment due by January 2019)
- Licensee may opt out of the agreement at any point before June 2018 with no liability to pay the software

2. PAYMENT TERMS

- Payments will be settled with the Licensee designated bank settlement account in the ticket revenue amount actually received by Groupmatics upon request from Licensee.
- Groupmatics is responsible for payment of all monies collected, excluding service fees, to the Licensee within five (5) business days of the submitted request via the Groupmatics Software.
- Groupmatics will designate the merchant account, payment and credit card processor for any and all payments made through the Software. Payment authorization and processing fees with respects to transactions shall be passed on to the end-user at the rate set forth by Groupmatics' merchant account, payment and credit card processor. Groupmatics shall comply with the Payment Card Industry (PCI) Data Security Standards ("PCI DSS") requirements for cardholder data.
- Licensee will be solely responsible for payment of any sales, use or other taxes resulting from the use of the Software.
- 3. SUPPORT SERVICES: During the Term of this Agreement, at no additional charge, Groupmatics will provide Licensee a help desk on a 24/7 basis for receiving and responding to telephone and email support requests from Licensee. The support services will also include training on the use of the Software and diagnosing and resolving related problems.

4. LICENSEE'S POINT OF CONTACT

Name: Mike Castle

Title: Director, Ticket Sales and Operations

E-mail: mcastle@gtaa.gatech.edu

Tel: 404.385.1068

The foregoing is agreed and approved by Licensee and Groupmatics and is hereby incorporated into the Agreement.

Licensee's Signature Date

Date Groupmatics' Signature

5 / 24 / 17